

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Ivan Keith Simpson  
Hanan Odeh Simpson

Debtors

JPMorgan Chase Bank, National Association

Movant

vs.

Ivan Keith Simpson  
Hanan Odeh Simpson

Debtors

William C. Miller Esq.

Trustee

CHAPTER 13

NO. 16-10418 AMC

11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtors' residence is **\$9,716.88**, which breaks down as follows;

Post-Petition Payments:	July 1, 2017 through December 1, 2017 at \$1,619.48/month
Suspense:	\$3.40
<b>Total Post-Petition Arrears</b>	<b>\$9,713.48</b>

2. The Debtor shall cure said arrearages in the following manner;

a). Beginning on January 1, 2018 and continuing through June 30, 2018, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$1,619.48** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of **\$1,618.91** towards the arrearages for the months of January 2018 through May 2018 and **\$1,618.93** for the month of June 2018 at the address below;

JPMorgan Chase Bank, N.A.  
3415 Vision Drive  
Columbus OH 43219

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Moving Party shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Moving Party may file a Certification of Default with the Court and the Court shall enter an Order granting the Moving Party relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Moving Party shall file a Certification of Default with the court and the court shall enter an order granting the Moving party relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Moving Party of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The undersigned seeks court approval of this stipulation.


10. The parties agree that a facsimile signature shall be considered an original signature.

Date: December 18, 2017

By: /s/ Kevin G. McDonald, Esquire  
Kevin G. McDonald, Esquire  
Attorney for Movant  
KML Law Group, P.C.  
701 Market Street, Suite 5000  
Philadelphia, PA 19106-1532  
(215) 627-1322 FAX (215) 627-7734

Date: 12/20/17


Mitchell J. Prince  
John L. McClain, Esquire  
Attorney for Debtor(s)

Date: 12-21-17  
\_\_\_\_\_  
William C. Miller  
Chapter 13 Trustee

JACK MILLER

Approved by the Court this \_\_\_\_\_ day of \_\_\_\_\_, 2017. However, the court retains discretion regarding entry of any further order.

Date: January 3, 2018

  
\_\_\_\_\_  
Bankruptcy Judge  
Ashely M. Chan